

Guthrie Co.

Teamsters #238 (Roads)

7/1/2006 6/30/2007

GUTHRIE CO. / TEAMSTERS # 238 (ROADS) 06-07

**GUTHRIE COUNTY  
SECONDARY ROAD DEPARTMENT  
and  
TEAMSTERS LOCAL UNION NO 238  
affiliated with the  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

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**JULY 1, 2006 to JUNE 30, 2007**

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## **AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between GUTHRIE COUNTY, IOWA SECONDARY ROAD DEPARTMENT, hereinafter referred to as the "Employer," and TEAMSTERS LOCAL UNION NO. 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, HEREINAFTER CALLED THE "Union," represents the complete and final agreement on all bargainable issues between the Employer and the Union. Throughout this agreement, wherever the word "Act " appears, this refers to the Iowa Public Employment Relations Act which was signed into law on April 23, 1974.

### **ARTICLE 1 RECOGNITION**

The Employer hereby recognizes the Union as the Exclusive bargaining representative for wages, hours, and other terms and condition of employment permitted by the Act for employees of the Guthrie County Secondary Road Department, which includes: all regular full-time Mechanics, Truck Drivers, Equipment Operators (includes Patrol Operators), Laborers, Lead men, and Survey Crew, hereinafter referred to as "employees." Excluded are: County Engineer, Engineering Technicians, Superintendents, Supervisors, Clerical, Office Staff, Secretaries, and all others excluded by Section 4 of the Public Employment Relations Act. Reference is made to certification Case No. 3783, dated the 10<sup>th</sup> day of October, 1988.

### **ARTICLE 2 SEPARABILITY AND SAVINGS**

If any provision of this agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this agreement shall remain in full force and effect for the duration of the Agreement.

### **ARTICLE 3 NON-DISCRIMINATION IN EMPLOYMENT**

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

Wherever this agreement refers to the male gender, it shall also mean the female gender.

### **ARTICLE 4 EMPLOYER RIGHTS**

Except to the extent expressly abridged by specific written provision of this Agreement, the Employer shall have all rights allowed them under the Act.

## **ARTICLE 5 NO STRIKE**

The Union and employees agree to faithfully abide by the applicable provisions of the act. Neither the Union, its officers or agents, nor any of the employees covered by this agreement, will engage in, encourage, sanction, support, or suggest any strikes, slowdowns, boycotting, sit-ins, concerted group absenteeism, the willful absence from one's position, work stoppage, or any such related activities covered by section 12 of the Act.

## **ARTICLE 6 GRIEVANCE PROCEDURE AND ARBITRATION**

The parties agree that an orderly and expeditious resolution of grievances is desirable. All matters of dispute that may arise between the employer and an employee regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

**Informal:** An employee shall discuss a complaint or problem orally with the Engineer or his designated representative within the four (4) workdays following the occurrence in an effort to resolve the problem in an informal manner.

### **Grievance Steps:**

**Step 1.** If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee shall present a grievance in writing to the Engineer, or in his absence, the Engineer's designated representative, within four (4) workdays following the oral discussion. Within fifteen (15) days after this step 1 meeting, the Engineer or his designated representative will answer the grievance in writing. A written copy of the grievance will be given to the engineer. The grievance must state the Section of the Agreement allegedly violated and the remedy sought.

**Step 2.** Any grievance not settled in Step 1 of grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within four (4) work days after the date of the Engineer's or his designated representative's answer given in step 1, the grievance is unresolved, the grievance should be heard by an arbitrator in ninety (90) calendar days.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was first presented in written form as provided in Step 1 of the grievance procedure. If a grievance is not presented within the time limits specified in the Article, it shall be considered waived. If a grievance is not appealed to the next Step within the specified time limits, it shall be considered settled on the basis of the Employer's last

answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

After either party hereto has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) days after receipt by either party hereto of notice of referral of a case to arbitration to select an arbitrator. If no arbitrator can be selected, the parties will request the Iowa Public Employment Relations Board or Federal Mediation and Conciliation Service to furnish a panel of seven (7) approved arbitrators.

Within seven (7) days after receiving this panel, the parties will select the sole arbitrator, with the Union striking the first name.

The fees and expenses of the arbitrator will be shared equally between the union and the Employer. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change, alter, ignore, nullify, detract from or add to the provisions of this Agreement. The arbitrator's decision will be final and binding on all parties.

All grievance and arbitration meetings under this article are to be held in private and are not open to the public.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon mutual agreement of Union and Employer.

In the event that any employee takes action on any complaint through any governmental agency regarding violation of his/her rights, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue.

The Union's decision to arbitrate shall be authorized only by Local Union Executive Board or its Business Agent and shall be signed by the employee(s) affected, unless it is a grievance filed on behalf of the Local Union.

The arbitrator's written award will be sent to the parties no later than twenty (20) calendar days after the arbitration hearing or the submission of the post-hearing briefs, whichever is later.

## **ARTICLE 7 SENIORITY**

Seniority means an employee's length of regular full-time continuous service with the Employer since their last date of hire.

A new employee shall serve a probationary period of six (6) months. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their last date of hire. An employee may be terminated during the

probationary period without recourse to the grievance procedure. A full-time employee's probationary period begins the first day of such full-time employment.

When the working force is to be reduced, the Employer will select what job classification is to be reduced. The employee with the least seniority will be removed first, providing the work in the classification can be satisfactorily performed, in the judgment of the Employer. The employee removed can then displace the junior employee in any other job classification that he/she is qualified to perform the work. Qualifications are to be determined by an Engineer. On recall from a layoff, employees will be returned to work in the reverse order of the layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on a layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must respond to such notice within one (1) day after receipt thereof and actually report to work in three (3) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall have terminated and lose all seniority rights under this Agreement.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits
- (b) Employee is discharged and is not reinstated through the grievance procedure
- (c) Engaging in other work while on personal leave of absence or giving false reason for obtaining personal leave of absence.
- (d) One (1) day per year of absence without notice to the employer unless evidence satisfactory to the Employer is presented that the employee was physically unable to give notice.
- (e) Failure to report to work at the end of leave of absence.
- (f) Failure to report to work within three (3) days after being notified to return to work following a layoff when notice of recall is sent to employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.

- (g) Seniority rights will be forfeited after the continuous period of layoff or absence from work exceeds one (1) year or employee's length of service, whichever is lesser.
- (h) Employee retires.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

## **ARTICLE 8**

### **UNPAID LEAVE OF ABSENCE**

**Eligibility Requirements.** Regular full-time employees shall be eligible for unpaid leave of absence after the employee's probationary period. Whether or not to grant said leave is at the sole discretion of the Employer.

**Application for Leave.** All requests for leaves of absence shall be submitted in writing by the employee to his/her immediate supervisor with at least seven (7) days advance notice for recommendation. Said leave decision is not subject to the grievance procedure. Request for such leave shall be submitted on a form supplied by the Employer.

**Limited Leave Without Pay.** The Employer may at its sole discretion, authorize an employee's absence without pay, for a period not to exceed fifteen (15) consecutive days in any fiscal year, which can be extended for one (1) additional like period.

**Return From Leave Without Pay.** Upon return from leave of absence without pay, the employee shall return to his/her former job, if physically qualified, and if the position is vacant, or to another equivalent position, in accordance with his/her qualifications and ability, if there is a vacancy.

**Extended Sick Leave of Absence Without Pay.** An employee whose personal illness, as certified by a physician, extends beyond the expiration of his/her leave, may be granted an extension at the sole discretion of the Employer. Application for more unpaid leave of absence shall be performed in accordance with "Application for Leave" above.

An employee granted an unpaid leave of absence shall not be eligible for contractual fringe benefits, holiday pay, accrued retirement, vacation, sick leave, during the period of such leave.

Premiums for insurance normally paid by the Employer will be paid by the employee during the approved personal leave of absence, if the employee elects to continue coverage. If a medical leave of absence is signed by a doctor, the Employer will pay the Health Insurance premium for thirty (30) days after the employee's sick leave and vacation are used up.

**Application of the Family Medical Leave Policy:** Where the Family Medical Leave Policy



adopted by the Guthrie County Board of Supervisors on October 3, 1995 is applicable, it will apply rather than that within Article 8. However where the Family Medical Leave Policy does not apply, then, this Article 8 shall apply.

## **ARTICLE 9 MILITARY LEAVE**

A regular full-time employee shall be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa (1997)

The employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

## **ARTICLE 10 WORK INJURY**

The employer shall comply with all federal, state, and/or local Workers Compensation rules and regulations of the State of Iowa.

When an employee suffers an injury in the line of duty, the Workers Compensation laws of the State of Iowa will apply. Work related injuries or illnesses shall always be reported by the employee as such at the doctor's office or hospital.

In case of injury at work, all injuries must be reported to the Engineer or his office within twenty-four (24) hours of the occurrence.

The employee will continue to accrue sick leave and vacation and the Employer will pay the health and life insurance premium referred to in Article 19 for no longer than a period of twelve (12) consecutive months. Though, sick leave will continue to accrue, Employer and Employee agree that any payments made by reason of Article 16, as a supplement to Worker's Compensation will decrease the amount of accrued sick leave in accordance with the payments made to the employees.

## **ARTICLE 11 DEFINITIONS**

**Regular Full-Time.** An Employee scheduled to work forty (40) or more hours per week on a regular basis.

**Part-Time.** An Employee scheduled to work less than forty (40) hours per week is a part-time employee. Part-time employees are not eligible to earn any contractual fringe

benefits, and are not covered by this agreement. The Employer will employ no more than two (2) part-time employees at a given time.

**Temporary Employees.** Those employees working only one-hundred and twenty consecutive days or less, are not eligible for contractual benefits even though they may work forty (40) hours or more per week. Temporary employees will not work overtime unless the overtime has been offered to and rejected by any regular employee if they are in the same crew. After being released from duty a temporary employee shall not be rehired

as a temporary or part-time employee for a minimum of thirty (30) days.

## **ARTICLE 12**

### **JOB CLASSIFICATION OPENINGS**

Whenever a regular full-time job classification vacancy occurs, the opening will be posted on the bulletin board for (5) working days. Job openings will be posted in all County sheds and shops. Job openings will be either abolished or posted for bid no later than ten (10) working days after becoming vacant. Positions abolished cannot be filled at a later date with part time employees.

A current regular full time employee has the opportunity to indicate his interest in being considered for vacancy by indicating his interest in writing to the Engineer within said posting period. The Engineer makes the decision on who is to fill the opening. If qualifications are equal, seniority will govern. The Engineer's decision is not subject to being grieved. The Engineer can hire from outside the unit, after considering those current employees who have expressed a written interest in the vacancy. For job classification opening applicants who signed the posting, the Engineer will gather information regarding each from the Union Steward and possibly other unit employees.

Every bid position within the "Equipment Operator" classification will have a primary duty attached to the bid.

Employees being awarded their bid on a job vacancy will have 30 days to qualify in the new position. Any employee not found qualified during the 30-day trial period will be returned to his/her former position.

## **ARTICLE 13**

### **JURY DUTY**

A regular full-time employee who is required to serve as a juror shall receive his/her regular wages for the time he/she spends on such duty. In order to receive payment for such duty, the employee must submit certification of service and assign all fees, except mileage, received for such duty to the Employer. The employee shall report for work immediately, but no later than two (2) hours after release, if released from jury duty by 12:00 Noon of any workday.

## **ARTICLE 14 VACATIONS**

A regular full-time employee is eligible for earned vacation as follows:

<u>Years of Service</u>	<u>Accrual Per Pay Period (every two weeks)</u>
Accrued during 1 <sup>st</sup> year	1.538 hours each pay period
Accrued during 2 <sup>nd</sup> - 6 <sup>th</sup> years	3.076 hours each pay period
Accrued during 7 <sup>th</sup> - 14 <sup>th</sup> years	4.615 hours each pay period
Accrued during 15 <sup>th</sup> + years	6.153 hours each pay period

Employees may use vacation as it is earned, and may not use it in advance.

Employees will be allowed to accumulate up to 40 hours beyond their annual vacation allotment. For example; an employee is in his/her 5<sup>th</sup> year of service, therefore he/she is earning 3.076 hours of vacation each pay period. After 26 pay periods (1 year) the employee has accumulated 80 hours (one year's worth of vacation) at this point the employee may accumulate an additional 40 hours (to a maximum of 120 hours). After reaching the maximum accumulation, and if the employee does not use any vacation time the 3.076 hours will not continue to be added to his/her accumulation.

The Engineer, at his sole discretion, may approve vacation with less than the normally required advance notice. All vacation is subject to Employer approval. Advance notice is defined as two (2) days if the employee wants five (5) days or less vacation and five (5) days advance notice if the employee wants six (6) or more days vacation. Vacation can be taken in less than daily increments, providing the request is approved in advance by the Engineer or his designee.

Vacation pay will be at employee's regular hourly rate.

## **ARTICLE 15 HOLIDAYS**

Regular full-time employees shall be eligible for the following paid holidays:

New Year's Day	Christmas Day
Memorial Day	Employee's Birthday
Independence Day	One day before or after Christmas Day, as determined by employer
Labor Day	
Veterans Day	One-half (1/2) day as personal time
Thanksgiving Day	
Day after Thanksgiving	

Holidays are to be paid for at eight (8) hours straight time pay. An employee who works on a holiday receives double (2) time or compensatory time for the hours worked.

If an employee does not take the actual Employee Birthday holiday on his/her birthday, it

can be taken at another time upon mutual consent of the employee and the Engineer.

When the designated holiday falls on Saturday, the preceding Friday shall be celebrated as the holiday. When a holiday falls on Sunday, the following Monday will be celebrated as the holiday.

Probationary employees after thirty (30) days are eligible for paid holidays.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after such holiday. If the employee is absent either or both of said workdays as a result of personal illness substantiated by a medical doctor's written statement, or on-the-job injury, or with prior approval from his/her immediate supervisor (non-bargaining unit), the employee shall be considered as having met these requirements. Any employee on unpaid leave of absence or layoff is not eligible for holiday pay. Any employee off work due to an on-the-job injury or paid leave of absence will not receive holiday pay after the first thirty (30) days of absence.

## **ARTICLE 16 SICK LEAVE**

All regular full-time employees shall be entitled to accrue sick leave with full pay at the rate of one (1) day for each month of employment, subject to the following conditions:

1. Sick leave shall apply to a period in which the employee is incapacitated from the performance of assigned duties by sickness or injury; for medical, surgical, dental or optical examination or treatment; or whereby reason of exposure to contagious disease, the presence at the post of duty would jeopardize the health of others. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by sick leave.
2. Sick leave shall not be used for vacation leave.
3. Sick leave shall not be taken in advance.
4. Sick leave shall not be cumulative of more than one hundred fifty (150) days.
5. In all cases where an employee has been absent on sick leave, he/she shall, immediately upon return to work, submit a statement that such absence was due to illness or other reasons stated in item 1 above. Where such absence exceeds three calendar days, such statement shall be verified by a physician, or authorized practitioner, unless waived by employer. For a lesser period of absence, the Employer may, at his discretion, require evidence of illness or other reasons defined in item 1 above as deemed necessary and in all cases, sick leave pay shall not be granted until approved by the Employer.
6. Officially designated holidays falling within a period of sick leave shall not be counted against sick leave.

7. Sick leave shall not accrue during leave of absence without pay, suspension, layoff, or other leave without pay.

8. An employee who is transferred from one department to another shall be credited with the sick leave accumulated.

9. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation except for as indicated under Article 25.

10. If an absence or illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave to the extent vacation leave has accrued.

11. Failure on the part of an employee to report immediately at the expiration of a leave of absence shall be considered a resignation, except in the case of an emergency. Valid reasons must be submitted in advance and approved by the Employer.

12. An employee off work due to injury or illness covered by Workers' Compensation payments, he/she is entitled to receive additional compensation from the employer. The additional compensation is the difference between the employees regular gross wage and the amount of payment for workers' compensation, less withholdings based on the amount of such difference. All supplemental payments made by the employer are charged against the accrued sick leave as provided in this Article. The employee need not ask for nor accept such additional compensation. Should employee not ask for nor accept such additional compensation, his/her accumulated sick leave is unaffected by a work related injury.

13. A regular full-time employee who does not use sick leave for six (6) consecutive months shall be eligible for a day off, with pay, or one (1) day of pay at the current rate of pay. Said day off shall be taken within six (6) calendar months after qualifying, with approval of the County Engineer. Sick leave cannot be taken or paid for until after it has been earned.

14. Sick leave will be earned for the month if the employee works fifteen (15) days within the month. Vacation, jury duty, funeral leave and paid holidays count as time worked. Work injury is covered in article 10, fourth paragraph.

15. For scheduled doctor, dental and optical appointments, at least two (2) days advance notice will be given to the employee's immediate supervisor.

16. Sick leave can be taken in no less than a half (1/2) day increment. Exception: If an employee is on duty and gets sick and goes home within two hours of his normal shift ending time, the employee will receive two (2) hours sick leave pay.

17. An employee will be allowed to use up to two (2) days of sick leave per year for family illness. Family is defined as the employee's spouse, child or parent.

18. At hiring, all employees will be accredited with six (6) days of sick leave. No days will be added to this total until after the seventh month of the employee's service. If employment is terminated during the probationary period, any sick leave that has been used but not yet earned will be deducted from the employee's final pay.

## **ARTICLE 17 HOURS OF WORK AND OVERTIME**

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of the daily and weekly hours and work shift starting and stopping times shall be made by the Employer. Overtime work is required and is not voluntary.

The normal work week will be forty (40) hours. The normal starting time is 7:00 A.M. and the normal work day ends at 3:30 P.M., which includes a thirty (30) minute unpaid lunch period near the middle of the shift, and one (1) ten (10) minute paid break closest to the middle of the first and second halves of the shift.

Overtime shall be paid for at the rate of time and one half (1 1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in any work day or forty (40) hours in any workweek. Any overtime work must be authorized by the Engineer or his designated representative. The same overtime work will only be paid for once.

If overtime is worked in a work week which contains a recognized paid holiday, said holiday counts as a day worked.

Compensatory time off work in lieu of overtime pay may be taken. Example: if two (2) hours overtime is worked, three (3) hours straight time will be taken off work with pay or compensatory time. The maximum accumulation of compensatory time is eighty (80) hours. The time taken off work as compensatory time must be at a time approved by the Engineer. Compensatory time can be taken in no less than one-half (1/2) day increments.

## **ARTICLE 18 FUNERAL LEAVE**

All regular full-time employees will be allowed time off with pay in accordance with the following schedule: up to five (5) days per occurrence for arrangement for attending the funeral of a spouse or child; up to three (3) days per occurrence for arrangement or attending the funeral of a parent, sister, brother, mother-in-law, father-in-law, daughter-in-law, son-in-law, or grandparent of the employee. Only compensable workdays missed will be paid for. The employee must attend the funeral to receive pay. An employee will be allowed up to one (1) day off with pay per occurrence to attend a funeral when the employee is to serve as a pallbearer, or in case of death of the employee's brother-in-law, sister-in-law, aunt or uncle. An employee will be allowed one-half day to attend the funeral of a current county road worker. When scheduling allows and approved by the Engineer, an employee that is a member of the Color Guard shall be allowed one-half day with pay when called to perform.

In cases that necessitate out of state travel, up to five (5) days off with pay will be granted.

Prior arrangements shall be made with the Engineer for time off to attend funerals before pay will be allowed.

## **ARTICLE 19 INSURANCE**

The Employer agrees to make available to each employee life insurance coverage of \$30,000; health insurance coverage and benefit levels substantially comparable to those currently in effect with a \$500/\$1000 deductible and \$1000/\$2000 out of pocket maximum. The coverage will include a waiver of the deductible for x-rays and lab tests when in conjunction with a doctor's visit for sickness, injury or diagnostic purposes. Also provided will be a prescription drug insurance plan with a minimum fifteen (\$15.00) cost, or 25% of actual cost of the prescription, whichever is greater, with a one hundred (\$100.00) maximum cost for each prescription.

The maximum cost to the Employer for the aforementioned insurance coverage will be seven hundred sixty (\$760.00) dollars per month for each eligible employee.

The Employer reserves the right to choose the insurance provider(s) and agrees to notify the Union and/or its designee whenever a committee is formed to survey alternative insurance plans and to determine if better options are available.

## **ARTICLE 20 LONGEVITY**

Wage rates shall be increased at the rate of four cents (4¢) per hour each continuous three (3) year period. The longevity rate of four cents (4¢) applies to additional accruing three (3) year anniversary periods of employment accruing on or after July 1, 1997. All such prior three (3) year anniversary periods are compensated by the employer at the rate of three cents (3¢) an hour.

All adjustments will be made once per year based on the employee's anniversary date.

## **ARTICLE 21 GENERAL**

**Steward.** The Local Union can designate one (1) employee from the unit to serve as Union Steward. The Steward's responsibility is to handle official Union business and to ascertain that the Labor Agreement is being adhered to. The Steward will not interfere with the work force or impede work in any way. Union stewards will be allowed up to forty (40) hours each year to attend any meetings and hearings held during regular business hours without loss of pay. Time spent in contract negotiations will not be counted as part of the aforementioned limitation.

**Call Back Pay.** An employee called back to work after completing his shift will receive a minimum of two hours work or pay at the applicable rate. An employee, however, called out before his normal time shall receive one and one-half time such normal pay for the hours worked before his normal starting time. The employer, however, reserves the right to not work the employee more than eight (8) hours for any work day.

**Impasse Procedure.** The Statutory procedure provided for in the Public Employment Relations Act, Chapter 20, will be utilized by the parties for negotiations.

## **ARTICLE 22 SAFETY AND HEALTH**

**Committee.** The Employer will select two (2) employees from the unit to serve on a safety and Health Committee with the Engineer. The employees can make suggestions and recommendations for the Engineer's consideration. The committee will meet during working hours once each six (6) month period, and the meeting(s) will be no more one (1) hour's duration.

All employees shall comply with all federal, state, and local safety rules and regulations.

When an employee suffers an injury in the line of duty, a report of such accident shall be made immediately to the head of the department in which such individual is assigned. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto.

An employee who is physically able and who fails to report within twenty-four (24) hours an injury, however minor, to the Engineer or his designee, and to take such First Aid or medical treatment as may be necessary, shall not be entitled to or eligible for injury or sick leave as outlined in this Agreement.

## **ARTICLE 23 UNIT WORK**

Individuals outside the unit can perform unit work as in the past.



**ARTICLE 24**  
**JOB CLASSIFICATION AND HOURLY WAGE RATES**

<b>CLASSIFICATION</b>	<b>RATES</b> July 1, 2006 to June 30, 2007
Mechanic	14.81
Maintenance/Welder	14.17
Truck Driver	13.99
Equipment Operator (Includes Patrol Operator and Semi Drivers and Sign Person)	14.33
Laborers (hired before 7/01/03)	13.99
Lead Person	15.04
Survey Crew	14.33
Laborers hired after 7/01/03	12.59

Any employee certified for and has responsibility for brush spraying, will receive an additional \$100.00 per month in compensation.

Any assistant to sign person will be paid at such assistant's normal classification rate.

New hires will be paid One Dollar (\$1.00) less than the specified hourly rates and will be increased up to the contractual rate at the end of the probationary period.

The past merit increases and program have been discontinued.

If an employee is temporarily assigned to a job classification that has a higher rate of pay, then the employee shall note the job classification change on his time-card, and make his field supervisor aware of that change. An employee will be paid at the higher rate of pay when the noted change is approved.

**ARTICLE 25**  
**EARLY RETIREMENT**

**Eligibility.** An employee is eligible to participate in an optional early retirement program if the employee is eligible to retire under the "Rule of 88" as described in IPERS Handbook.

**Benefits.** Employees retiring before July 1, 2005: An employee retiring prior to age 60 may utilize accumulated sick leave to pay for insurance up to the age of 60 years or until depleted. The monetary value of such sick leave will be computed at the time of retirement at the current pay of employee retiring. The County will pay 100% of monthly premium for the current County prescription and health insurance, family or single policy from the age of sixty (60) until the employee reaches age sixty-two (62), at which time the County will pay a portion of the monthly premium for the current County prescription and health insurance until the employee reaches age 65. The County paid portion shall be an amount equal to 50% of the current family policy rates. If the employee elects single coverage, the County

shall pay 100% of the current single rate.

Employees retiring after June 30, 2005 may utilize the monetary value of their accumulated sick leave, at the date of their retirement, to purchase health insurance through the County plan until the monetary value has been depleted, or until the age of 65. Upon depletion of the employee's sick leave an employee may continue on the health plan at their own expense until age 65.

## **ARTICLE 26**

### **DUES CHECKOFF AND INDEMNIFICATION**

Upon receipt of a lawfully executed written authorization from an employee which may be revoked at any time by the employee giving the Employer and the Union thirty (30) days written notice, the Employer agrees to deduct initiation fees, special assessments, and the regular monthly Union dues of such employee from his/her pay and remit such deduction by the fifteenth (15<sup>th</sup>) day of the succeeding month to the day of the succeeding month to the official designated by the Union in writing to receive such deductions. The Union will notify the Employer in writing of the exact amount of such regular membership dues to be deducted:

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

**ARTICLE 27  
DURATION**

THIS AGREEMENT shall be effective from July 1, 2006 and shall continue to remain in full force and effect until its expiration at Midnight, June 30, 2007. Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before December 15, 2006. This Agreement will remain in effect from year to year after, if written notice is not otherwise received.

During the life of this Agreement, neither the Employer nor the Union will be required to negotiate on any further matters affecting this Agreement or any other subjects not specifically set forth in this Agreement, with the exception of the language in Article 19 making it eligible for good faith renegotiations.

Signed this 20<sup>th</sup> day of June, 2006.

<b><u>Employer</u></b> GUTHRIE COUNTY SECONDARY ROAD DEPARTMENT	<b><u>UNION</u></b> OVER-THE-ROAD, CITY TRANSFER DRIVERS, HELPERS, DOCKMEN, WAREHOUSEMEN, INSIDE WORKERS STATE, COUNTY, & MUNICIPAL EMPLOYEES, TEAMSTERS LOCAL UNION NO. 238, AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS.
By <u>[Signature]</u> (County Engineer)	By <u>[Signature]</u> (Business Representative)
By <u>[Signature]</u> (Chairperson, County Board of Supervisors)	By <u>[Signature]</u> (Employee Representative)  By <u>[Signature]</u> (Principal Officer)